

EXHIBITS

A	Carriage Hill Agreement
B	Carriage Hill Plat
C	Carriage Hill Rates and Charges
D	Technical Specifications
E	DHEC Construction Permit
F	Engineer's Statement
G	DHEC Approval

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

GRAVITY SEWER AGREEMENT

THIS GRAVITY AGREEMENT is made and entered into on this 7th day of June, 2018 by and among JOE FRANCIS (the "Developer"); CARRIAGE PLACE HOMEOWNER'S ASSOCIATION, INC., a non-profit South Carolina Corporation (the "Association"); CONDOR ENVIRONMENTAL, INC., a South Carolina Corporation ("Condor"); and EASLEY COMBINED UTILITIES, a South Carolina municipal utility company ("ECU").

WITNESSETH:

WHEREAS, the Developer is currently developing a residential subdivision in Pickens County, South Carolina (the "Subdivision"); and

WHEREAS, the Developer owns the property and the Association will become the governing association for the Subdivision; and

WHEREAS, Phase I of the development plan for the Subdivision provides for a total of 30 homes which will be served by the Gravity Sewer as hereinafter defined; and

WHEREAS, wastewater treatment will be provided by ECU upon approval of the sewer lines and receipt of a Certificate of Occupancy for each home; and

WHEREAS, the South Carolina Department of Health and Environmental Control ("DHEC") is requiring that the ownership and maintenance responsibility for the Gravity Sewer be in the name of a public or private utility; and

WHEREAS, Condor has agreed to assume the ownership and maintenance responsibility for the Gravity Sewer to be located on the property;

NOW, THEREFORE, for and in consideration of the foregoing promises, and of the mutual covenants of the parties herein set forth, the parties hereto hereby agree as follows:

1. COMPLETION AND CONVEYANCE OF GRAVITY SEWER. The Developer agrees to complete the construction of the Gravity Sewer in accordance with the plans and specifications approved by ECU, Condor and DHEC, which consent will not be unreasonably withheld. The Developer agrees that, at such time as the actions described in the foregoing sentence shall have been completed, the Developer shall transfer and convey the Gravity Sewer, including a set of as-built plans, hardcopy and in electronic format, to Condor along with all necessary and appropriate easements. At the time of said transfer and conveyance, the Developer or the Association shall also assign to Condor all warranties which shall have been made to the Developer by the Contractor and the Engineer in regard to the Gravity Sewer and the Developer

agrees to indemnify and defend Condor from any defects in the Gravity Sewer and any associated costs for the warranty period and as may be required by law.

During construction and prior to the transfer and conveyance of the Gravity Sewer, the Developer agrees that Condor will conduct such inspections of the Gravity Sewer as Condor shall deem reasonably necessary and appropriate and the Developer agrees to pay Condor's reasonable fees and costs of such inspections, not to exceed \$10,000. The Developer also agrees to pay Condor's reasonable attorney fees associated with this Agreement and transfer of the Gravity Sewer to Condor, not to exceed \$3,000.

Condor will inspect each sewer tap from the right-of-way to the housing structure on each lot. The inspection will occur prior to the tap coming online. The fee for each inspection is \$300 per tap. If any tap is deemed to be unsatisfactory by Condor, Condor will explain to The Developer the reason for the failed inspection and what corrective measures need to be taken. Approval will not be unreasonably withheld. After corrective measures are taken, Condor will re-inspect the sewer tap at a rate of \$125 per tap.

The Developer will pay ECU a Capacity Fee of \$2450 per lot in the development. This fee, as determined by ECU, shall be paid upon issuance of a construction permit by SCDHEC for sewer infrastructure in that phase of the development.

2. OPERATION AND MAINTENANCE OF GRAVITY SEWER. Condor agrees to accept the transfer and conveyance to it by the Developer of the Gravity Sewer and thereafter to operate, repair, maintain and replace the same in accordance with the terms and provisions of this Agreement.

Condor shall operate and maintain the Gravity Sewer so that all houses served by the sewer shall receive adequate sanitary sewer service. The repair, maintenance and replacement of the Gravity Sewer, after the warranty period, shall be the responsibility of Condor.

Condor shall operate and maintain the Gravity Sewer so that the same will at all times comply with and fulfill all governmental laws, rules and regulations that shall be applicable. Without limiting the generality of the forgoing, Condor shall operate and maintain the Gravity Sewer in accordance with all rules and regulations which shall be promulgated at any time, and from time to time, by DHEC and ECU for privately-owned and maintained sanitary sewer utility.

3. PAYMENT BY THE DEVELOPER AND THE ASSOCIATION. The Developer and, after transfer of responsibilities, the Association, hereby agree that, in consideration for the performance by Condor of its duties and obligations under this Agreement, the Developer or the Association shall pay to Condor the amount of Forty Dollars (\$40.00) (the "Monthly Fee") per month per home which payment begins for each home upon receipt of a Certificate of Occupancy by the respective homeowner or the builder. The Monthly Fee is comprised of two parts. Twenty-five Dollars and .02 cents (\$25.02) represents the current monthly wastewater treatment fee (the "WW fee") charged by ECU and must be paid in its entirety regardless of the date during the month the Certificate of Occupancy is issued. This WW fee will be collected by Condor from the Developer or the Association and paid by Condor to ECU without markup.

Fourteen Dollars and .98 cents (\$14.98) of the Monthly Fee is Condor's operation and maintenance fee ("Condor fee") and shall be prorated during the first month based upon the date the Certificate of Occupancy is issued.

The Association shall pay the cumulative Monthly Fees to Condor on or before the tenth day of each calendar month by means of a check made payable to Condor and mailed or otherwise delivered to the address herein below provided. In the event that the Developer or the Association shall at any time fail to pay to Condor the cumulative Monthly Fee within twenty-five (25) days of the due date, Condor shall assess a delinquency charge of one and one-half percent (1.5%) of the overduel amount.

Upon no less than ninety (90) days prior notice to the Developer or the Association, Condor shall have the right to increase the amount of the Condor fee at any time, in order to compensate Condor for any reasonable increase in the cost and expense to Condor of performing its responsibilities under this Agreement, provided that such increase shall be approved by the South Carolina Public Service Commission and further provided that the increase in the said Condor Fee shall not increase by more than ten (10%) percent in any twelve month period, and the total Monthly Fee shall not be increased by more than ten (10%) percent in any twelve month period.

Notwithstanding the foregoing, Condor shall not increase the amount of the Monthly Fee because of any fine or penalty assessed by any regulatory agency to Condor for any act or omission by Condor for repairs or replacements to the Gravity Sewer that are the result of the negligent or intentional acts or omissions of Condor.

Additionally, Condor may increase the WW fee, without markup, and the Monthly Fee by that corresponding amount, whenever such fee is raised by ECU.

5. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time same are received by the parties to whom such notices are sent. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or at such other address as a party shall notify the other parties in writing:

- (a) Condor Environmental, Inc.
211 Randall Street
Greer, SC 29651
- (b) Easley Combined Utilities
PO Box 619
Easley, SC 29641
- (c) Joe Francis

(d) Carriage Place Homeowner's Association, Inc.

6. TERM. The term of this Agreement shall commence on the date on which this Agreement shall be executed by all parties hereto and shall continue in full force and effect until such time, if any, as Condor shall have transferred and conveyed the Gravity Sewer to a governmental subdivision of the State of South Carolina which shall have all power and authority necessary to operate and maintain the Gravity Sewer and shall have agreed with Condor to do so.

7. APPLICATION OF LAWS. This Agreement is governed by the laws of South Carolina.

8. AMENDMENTS. This Agreement and any provision herein contained may be modified or amended only by the express written consent of all of the parties hereto or their successors or assigns.

9. ASSIGNMENT. This Agreement and the obligations of Condor may not be assigned to any other party without the express written consent of the Developer, or the Association after transfer of responsibilities, and ECU, which consent will not be unreasonably withheld.

10. WAIVER OF DEFAULT. No waiver of any default by any party hereto will be implied from the failure by any other party to take action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any subsequent similar act or request by any party hereto will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights or remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party hereto might otherwise have by virtue of a default under this Agreement. The exercise of any right or remedy by any party hereto will not impair such party's standing to exercise any other right or remedy.

11. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

12. CAPTIONS. The captions of the sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

13. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter, and may be amended only by a writing signed by the parties hereto.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

Joe Francis

[Signature]
Witness

By: [Signature]

[Signature]
Witness

Title: MEMBER

Dated: 6/7/18

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Joe Francis sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
Witness

SWORN to me this 7th day of
June, 2018.

[Signature]
Notary Public for South Carolina
My Commission Expires: _____

SELESTE FINGER
Notary Public, State of South Carolina
My Commission Expires 4/11/2027

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)

AMENDMENT
 TO
 GRAVITY SEWER AGREEMENT

THIS GRAVITY SEWER AGREEMENT is made and entered into on this 11th day of November, 2020 by and among JOE FRANCIS (the “Developer”); CARRIAGE HILL HOMEOWNER’S ASSOCIATION, INC., a non-profit South Carolina Corporation (the “Association”); CONDOR ENVIRONMENTAL, INC., a South Carolina Corporation (“Condor”); and EASLEY COMBINED UTILITIES, a South Carolina municipal utility company (“ECU”).

WITNESSETH:

WHEREAS, the Developer, Condor, and the Association, entered into an Agreement on June 7, 2018 (“2018 Agreement”), in which Condor agreed to accept conveyance and maintain a Gravity Sewer system for the Carriage Place (now known as “Carriage Hill”) subdivision and provide residential sewer collection service to the Association, and

WHEREAS, the Developer, Condor, and the Association, have determined that certain changes to the 2018 Agreement are required, and

WHEREAS, the Developer, Condor, and the Association, now desire to amend the 2018 Agreement, and submit the 2018 Agreement, as amended, to the South Carolina Public Service Commission for approval,

NOW, THEREFORE, for and in consideration of the foregoing promises, and of the mutual covenants of the parties and mutual consideration, the sufficiency of which is hereby acknowledged, herein set forth, the parties hereto hereby agree to amend the 2018 Agreement as set out below. Unless amended by the following provisions, provisions of the 2018 Agreement will remain in full force and effect and are expressly incorporated herein:

Section 3 of the 2018 Agreement is amended as follows:

3. PAYMENT BY THE DEVELOPER AND THE ASSOCIATION. The Developer and, after transfer of responsibilities, the Association, hereby agree that, in consideration for the performance by Condor of its duties and obligations under this Agreement, the Developer or the Association shall pay to Condor the initial amount of Thirty-seven and 52/100 Dollars (\$37.52) (the “Monthly Fee”) per month per home which payment begins for each home upon receipt of a Certificate of Occupancy by the respective homeowner or the builder. The Monthly Fee is comprised of two parts. Twenty-five and 52/100 Dollars (\$25.52) represents the current monthly wastewater treatment fee (the “WW fee”) charged by ECU and must be paid in its entirety regardless of the date during the month the Certificate of Occupancy is issued. The WW fee will

be collected by Condor from the Developer or the Association and paid by Condor to ECU without markup. Twelve Dollars (\$12.00) of the Monthly Fee is Condor's operation and maintenance fee ("Condor Fee") and shall be prorated during the first month based upon the date the Certificate of Occupancy is issued.

The Developer and, after transfer of responsibilities, the Association, also agree that, Condor may apply to the S.C. Public Service Commission ("PSC") for an increase in the Condor Fee to an amount up to Fourteen and 98/100 Dollars (\$14.98) per month, per home ("Initial Increase"), and the Developer and/or the Association shall provide Condor a letter indicating no objection to the requested increase.

The Association shall pay the cumulative Monthly Fees to Condor on or before the tenth day of each calendar month with a check made payable to Condor and mailed or otherwise delivered to the address herein below provided. If the Developer or the Association shall fail to pay to Condor the cumulative Monthly Fee within twenty-five (25) days of the due date, Condor shall assess a delinquency charge of one and one-half percent (1.5%) of the overdue amount.

Beginning twelve (12) months after applying for the Initial Increase, Condor shall have the right to apply to the PSC for approval of additional increases of the Condor Fee, provided that Condor shall not apply for an increase of more than ten (10%) percent per year. Condor shall give the Developer and/or the Association ninety (90) days prior notice of any application to increase the Condor Fee.

Notwithstanding the foregoing, Condor shall not increase the Condor Fee because of any fine or penalty assessed by any regulatory agency to Condor for any act or omission by Condor for repairs or replacements to the gravity sewer that result from the negligent or intentional acts or omissions of Condor.

Additionally, Condor may increase the WW fee, without markup, and the Monthly Fee by that corresponding amount, whenever such fee is raised by ECU. The Developer and, after transfer of responsibilities, the Association, agree to notify each household receiving sewer collection service within fifteen (15) days of being notified that ECU will increase its fee.

Section 5 of the 2018 Agreement is amended as follows:

5. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time same are received by the parties to whom such notices are sent. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or at such other address as a party shall notify the other parties in writing:

- (a) Condor Environmental, Inc.
211 Randall Street
Greer, SC 29651

- (b) Easley Combined Utilities
PO Box 619
Easley, S.C. 29641
- (c) Joe Francis
101 Lovett Street
Greenville, SC 29607
- (d) Carriage Hill Homeowner's Association, Inc.
101 Lovett Street
Greenville, SC 29607

Section 9 of the 2018 Agreement is amended as follows:

9. ASSIGNMENT. This Agreement and the obligations of Condor may not be assigned to any other party without the express written consent of the Developer, or the Association after transfer of responsibilities, and ECU, which consent will not be unreasonably withheld. Any assignment shall be contingent on any required regulatory approval.

The following Section 15 is added to the 2018 Agreement:

15. PSC APPROVAL. This Agreement is contingent on approval by the PSC.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto each of whom being duly authorized have set their hands and seals on the day and year first above written.

Joe Francis

Leah Tuckman
Witness

By: *[Signature]*

Title: MEMBER

Dated: 11/11/20

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Joe Francis sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Leah Tuckman (SEAL)
Witness

SWORN to me this 11 day of
November, 2020.

Seleste Finger
Notary Public for South Carolina

My Commission Expires: **SELESTE FINGER**
Notary Public, State of South Carolina
My Commission Expires 4/11/2027

IN WITNESS WHEREOF, the parties hereto each of whom being duly authorized have set their hands and seals on the day and year first above written.

Carriage Hill Homeowners Association, Inc.

Carol Fisher
Witness

By: [Signature]

Witness

Title: MEMBER

Dated: 11-12-20

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Carriage Hill Homeowners Association, Inc., by JOE FRANKS, its MEMBER, sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
Witness

SWORN to me this 12 day of November, 2020.

[Signature]
Notary Public for South Carolina
My Commission Expires: 4/11/2027

IN WITNESS WHEREOF, the parties hereto each of whom being duly authorized have set their hands and seals on the day and year first above written.

Condor Environmental, Inc.

Baugh Weaver
Witness
[Signature]
Witness

By: Budd D. Weaver
Title: Vice-President
Dated: 11-10-2020

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

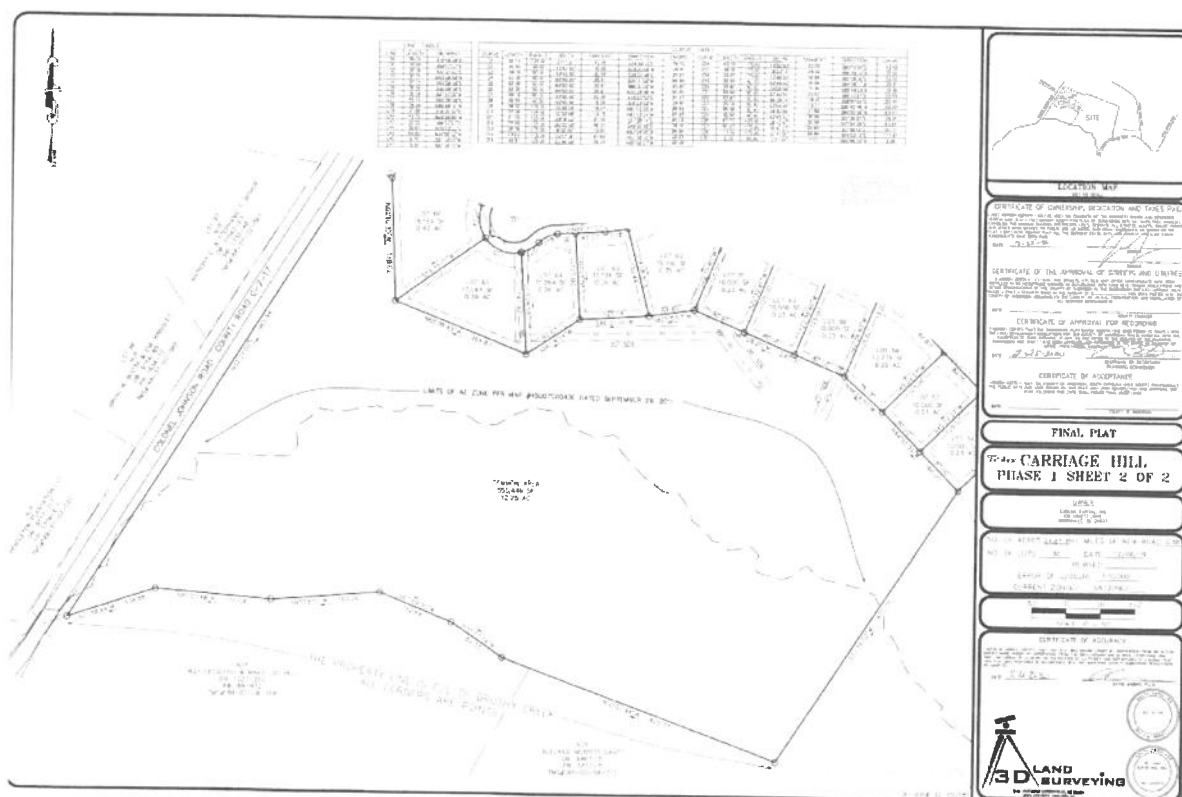
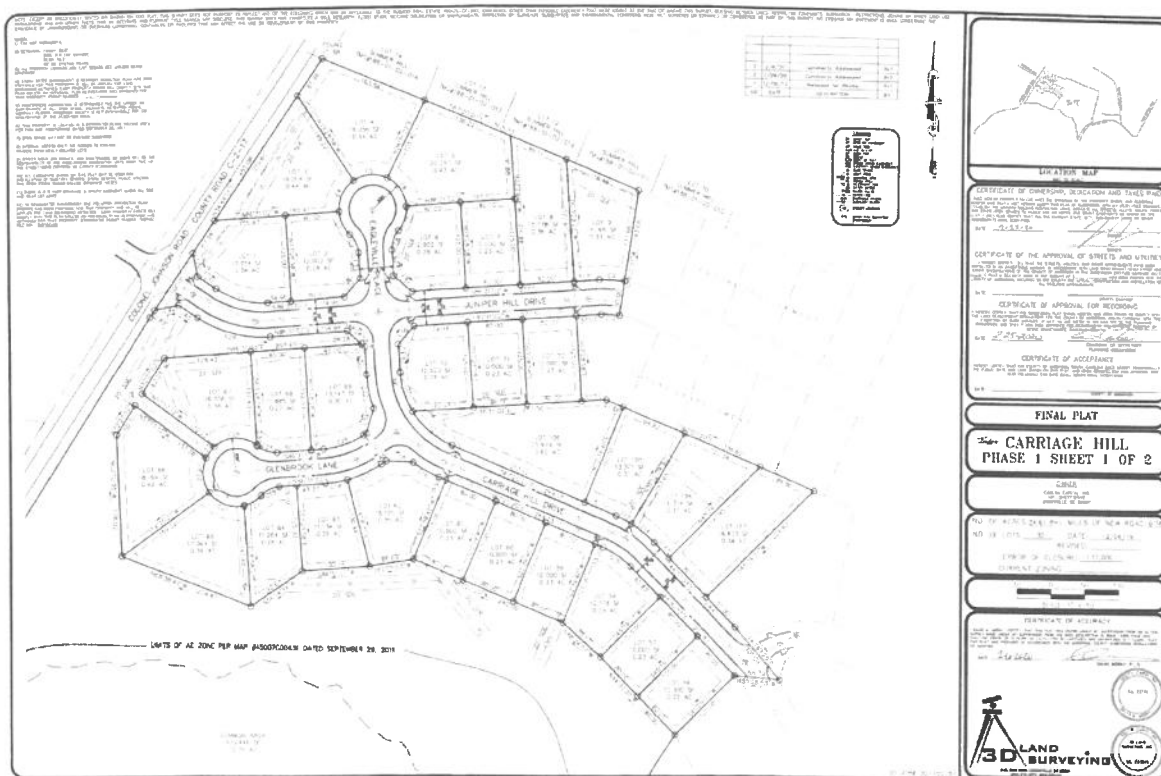
PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Condor Environmental, Inc., by _____, its _____, sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

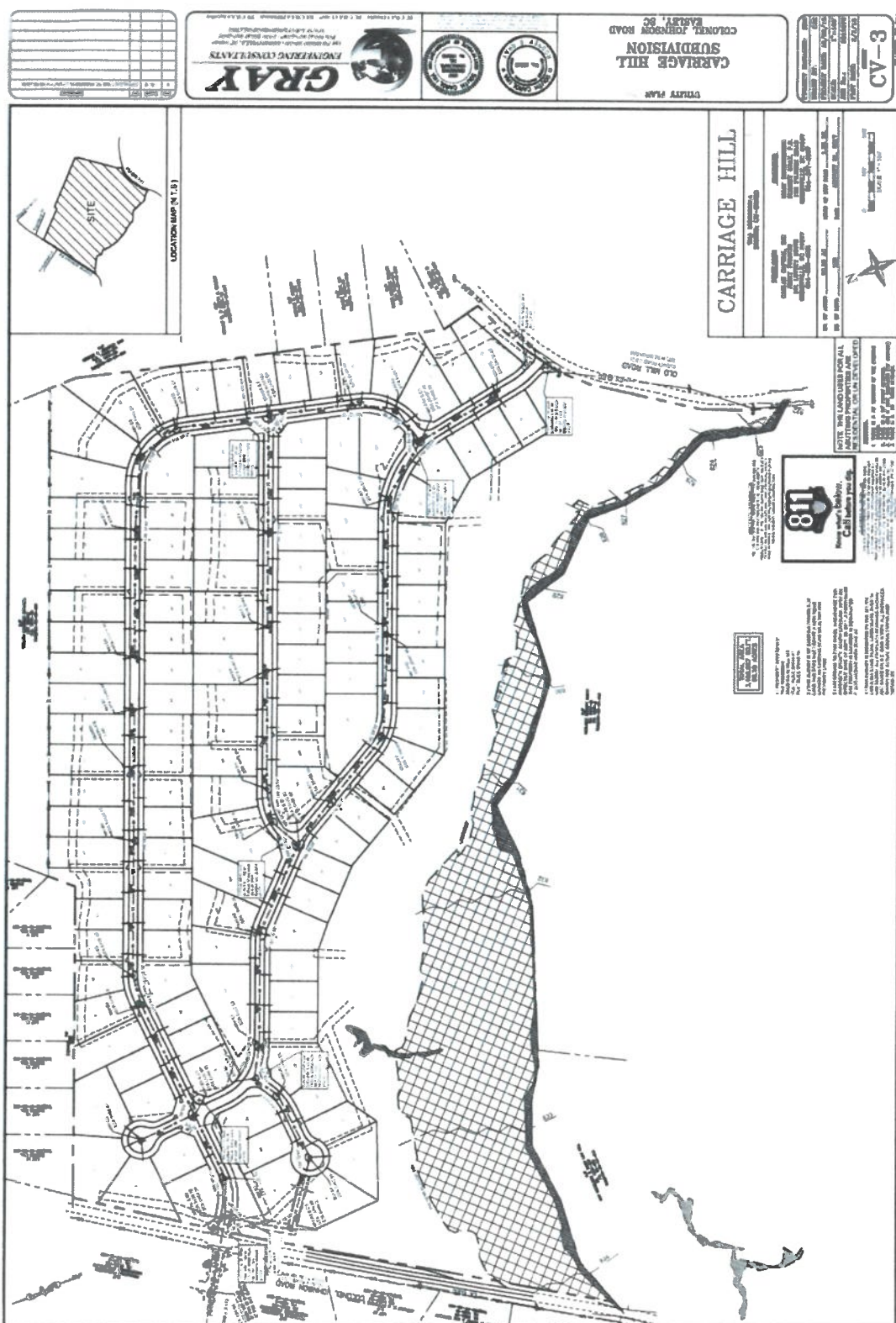
_____(SEAL)
Witness

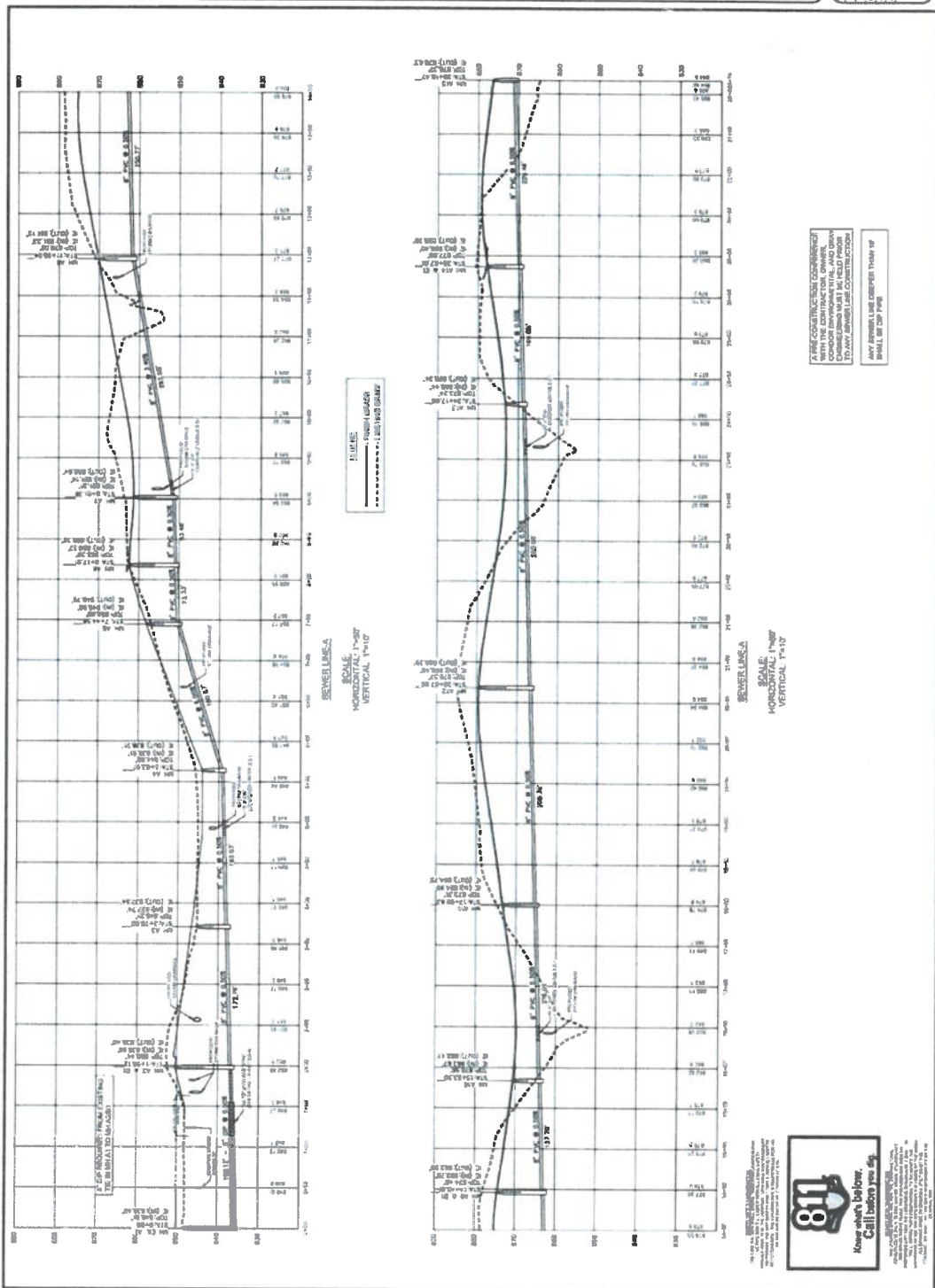
SWORN to me this _____ day of _____, 2020.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT B



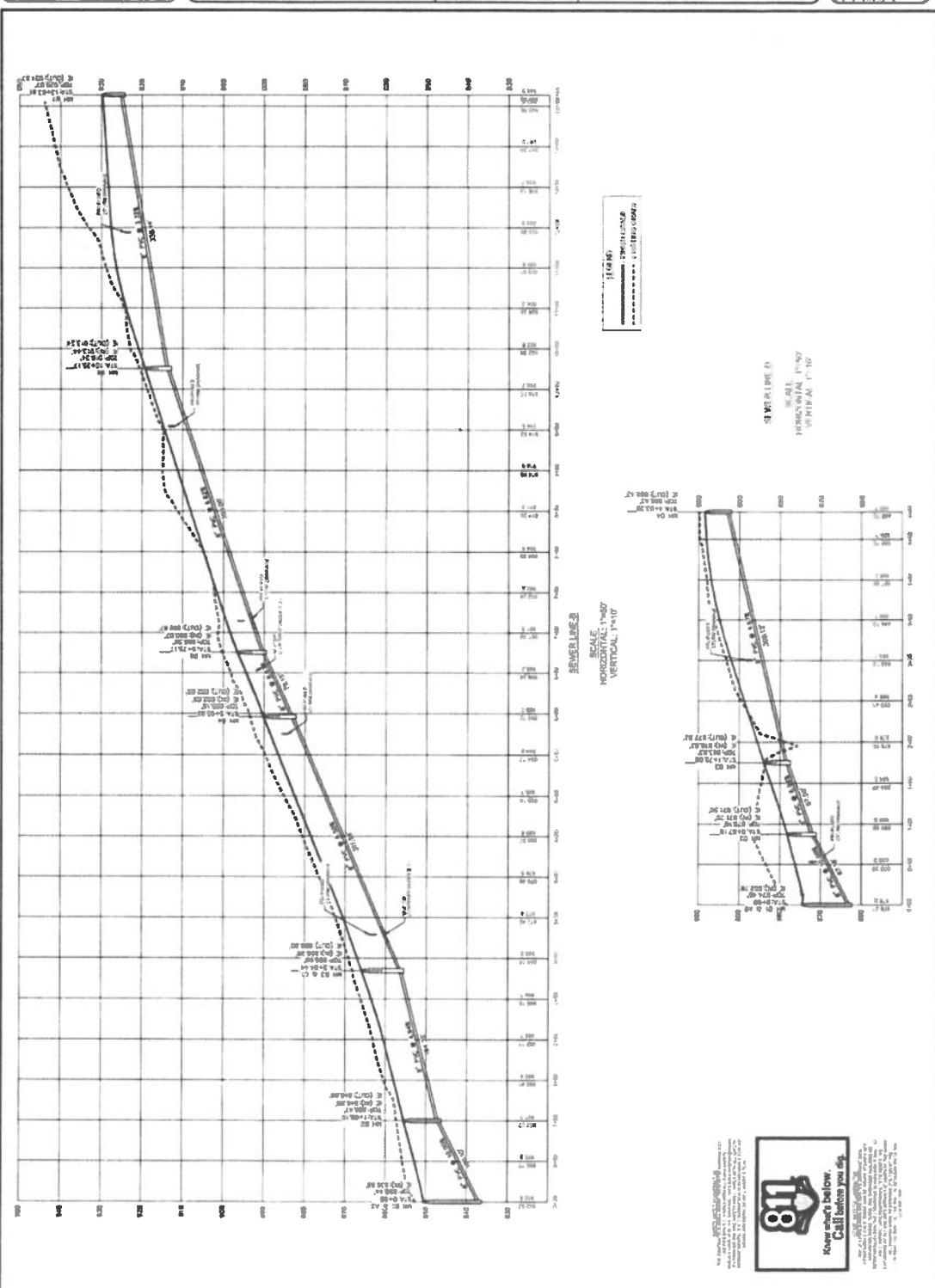




EASTMAN KODAK COMPANY
 CARRIAGE HILL
 SUBDIVISION
 COLONEL JOHNSON ROAD
 EASLEY, SC



GRAY

[illegible]

[illegible]

EXHIBIT C

SCHEDULE OF RATES AND CHARGES

CARRIAGE HILL HOA

1. Monthly Charges

\$37.52 per house connected to the gravity sewer system, which includes a \$25.52 per house pass-through charge to Easley Combined Utilities, and \$12 per house Condor service fee.

2. Nonrecurring Charges

A. Sewer Tap Inspection Fee for New Connections

\$300.00

3. Late Payment Charge

1.5% of the Monthly Charge

EXHIBIT D

[illegible]

EXHIBIT E

Wastewater Construction Permit Bureau of Water



PROJECT NAME: CARRIAGE HILL	COUNTY: ANDERSON
LOCATION: Near the intersection of Colonel Johnson Rd and Armstead Ln	

PERMISSION IS HEREBY GRANTED TO: CASLAN CAPITAL INC
101 LOVETT DR
GREENVILLE SC 29607-6510

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by Rodney Gray, Registered Professional Engineer, S.C. Registration Number: 19812.

PROJECT DESCRIPTION: Approximately 2275 LF of 8" gravity sewer and 13 manholes to serve 30 residential lots.

TREATMENT FACILITY: The wastewater will be discharged to the EASLEY COMBINED UTILITIES (NPDES permit SC0039853) at a design flow rate of 9000 gallons per day (GPD).


STANDARD CONDITION:

NOTE: In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the ANDERSON EQC OFFICE at 864-260-5569. Additional permits may be required prior to construction (e.g., Stormwater).

SPECIAL CONDITIONS:

1. All construction/materials for this project must conform to the Standard Specifications for GRAY ENGINEERING CONSULTANTS INC.

PERMIT NUMBER:	41439-WW
ISSUANCE DATE:	November 26, 2018
EXPIRATION DATES:	Construction must be completed and the Approval to Place in Operation granted prior to November 26, 2021 or this permit will expire.



Douglas B. Kinard, P.E., Director
Drinking Water Protection Division

GBA

EXHIBIT F



GRAY
ENGINEERING CONSULTANTS

12/2/2019

Condor Environmental
211 Randall Street
Greer, SC 29651
Attn: Mr. Andre Mathis

Re: Carriage Hill Subdivision -- Phase 1
Engineer's Sanitary Sewer Certification Letter
SCDHEC Construction Permit No. 41439-WW
GEC # 2015070

Dear Mr. Mathis:

I certify that the sewer system for the above referenced project (41439-WW) has been constructed per the approved plans and specifications, to the best of my knowledge and belief. This certification is based on periodic observations of construction and a final inspection for design compliance by me or a representative of this office who is under my supervision. We are requesting approval for the all of the gravity sanitary sewer system. The sanitary sewer system consists of 12 new manholes and 2,193 linear feet of 8" gravity line segments partial A, B and all of C. This will serve 30 single family homes Lots 1-9 56-70, and 103-106.

Enclosed for your records are 3 copies of the record drawings, all test results (Mandrel, Low Pressure Air and Vacuum Tests). Could you please issue a Own, Maintain and Operate letter for the above mentioned sanitary sewer system ?

If you have any questions, please contact me at (864) 297-3027. Thank you for your cooperation in this matter.

Sincerely,

Rodney E. Gray, P.E.
President/Project Manager
Gray Engineering Consultants, Inc.

132 Pilgrim Road
Greenville, SC 29607

Office: (864) 297-3027
Fax: (864) 297-5187

EXHIBIT G



WASTEWATER

FINAL APPROVAL TO PLACE INTO OPERATION

ISSUED TO: Caslan Capital Inc
101 Lovett Dr
Greenville, SC 29607-6510

for the operation of a wastewater treatment/collection system permitted under construction permit 41439-WW, dated November 26, 2018 as described below

PROJECT NAME: Carriage Hill

COUNTY: Anderson

PROJECT DESCRIPTION: Approval to operate for 2193 LF of 8" gravity sewer (Segments of Line A, B and all of D), 12 new manholes and all related appurtenances to serve lots 1-9, 56-70, and 103-106.

PERMITTED FLOW: 9000 gallons per day

WWTP: Easley Combined Utilities (NPDES # SC0039853)

SPECIAL CONDITIONS: None

This approval is based on the Engineer's letter of certification signed on January 10, 2020 by Rodney E. Gray, P.E., South Carolina Registration No. 19812.


Joseph Clinton, Regional Engineer Associate
Upstate Region BEHS Anderson

DATE ISSUED: 1/17/2020

cc: Bureau of Water Permitting File
Chris Przirembel (email)